

AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF AGRICULTURE
AND
DUCKS UNLIMITED, INC.

This Agreement is effective this 26th day of April, 2001 . between Ducks Unlimited, Inc. (hereinafter "DU") and the Michigan Department of Agriculture (hereinafter "MDA").

WHEREAS, on September 13, 2000, the U.S. Department of Agriculture and the State of Michigan agreed to implement a Conservation Reserve Enhancement Program (CREP) in the Macatawa, River Raisin, and Saginaw Bay watersheds of Michigan; and

WHEREAS, DU and MDA seek to establish a public-private partnership to implement a component of CREP in Michigan to improve water quality, enhance habitat for fish and wildlife, and enhance nesting for upland birds and waterfowl;

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and MDA agree as follows:

A. DU AGREES TO:

1. Construct, or cause to be constructed, certain mutually agreed to CP-9 and CP-23 wetland restorations (Project(s)) through CREP, subject to the terms and conditions of this Agreement, per Exhibit A, in substantial compliance with the approved development plans and specifications prepared by the Natural Resources Conservation Service or their designee. On those Projects where DU delivers the wetland restoration, DU also will plant the associated grassland buffer portion of the CP-9 or CP-23 conservation practice if no other grasses are being planted as part of the overall CREP sign-up for a given Project.
2. Pay ten percent (10%) of Project costs if DU delivers the wetland and/or grassland restorations under CP-9 and CP-23, up to a total aggregate amount of five hundred thousand dollars (\$500,000.00) over the life of this Agreement. The terms of payment of said costs shall be addressed on a Project-by-Project basis, per Exhibit B.
3. Commence Project restorations within one (1) year of being notified that all necessary approvals and permits have been obtained for a given Project. The parties recognize Project restorations cannot be accomplished unless all required permits are granted.

B. MDA AGREES TO:

1. Promote the availability of DU to assist landowners and encourage landowners to work with DU to deliver their CREP wetland restorations.
2. Serve as a liaison between DU, the U.S. Department of Agriculture and others as needed to ensure smooth delivery of DU's responsibilities under this Agreement and provide to DU, and its officers, employees, agents and the like, all reasonable assistance and cooperation necessary for the implementation of this Agreement.
3. Provide a copy of any reports prepared by MDA on CREP accomplishments to DU.
4. Promote wetland restoration and enhancement and the development of grasslands adjacent to wetlands as program priorities.
5. Provide landowners with DU-funded restorations the option of enrolling their Project(s) into a permanent easement sponsored by CREP.

C. DU AND MDA AGREE:

1. DU's performance under this Agreement is contingent upon landowner willingness to engage DU to assist with Project delivery. DU's involvement in the actual restoration of habitat on a given Project will commence after the restoration design has been developed and approved and any necessary permits are obtained by the landowner. It is not DU's responsibility to obtain required permits, agreements, leases, approvals and access rights necessary for the development of a given Project.
2. To periodically review this Agreement to study and consider any needed modifications.
3. To acknowledge the contribution of each party in any oral or written communications related to activities performed under this Agreement.
4. To recognize outside contributors who might provide significant funding to help underwrite costs associated with this undertaking or who otherwise are mutually deemed to deserve special recognition; this recognition can include signs, plaques, and/or cairns on Project sites. The principal costs of such recognition shall be borne by the party initiating the recognition.
5. That this Agreement shall not be construed as binding either party to expend in any one (1) fiscal year any sum in excess of authorized appropriations administratively allocated for the purpose of **this** Agreement or donated funds designated for this undertaking, or to involve either party in any contract or other obligation for Further expenditure of money in excess of such appropriations or allocations.

6. A. DU appoints David Brakhage as its Project Officer.

B. MDA appoints Stephen Shine as its Project Officer.

The parties may change their respective Project Officer at any time by providing written notification to the other party identifying the name of their new Project Officer.

7. That this Agreement shall become effective upon the date first listed above and thereafter it will continue in force through December 31, 2002, unless mutually terminated or modified through written amendment by the parties at an earlier date.

8. That either party may terminate this Agreement by providing thirty (30) days written notice thereof to the other party.

9. DU and MDA agree that each party will be responsible for its own acts and/or omissions and results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of any others and the results thereof.

10. To the following additional special conditions: None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

**MICHIGAN DEPARTMENT OF
AGRICULTURE**

BY: 

Dan Wyant

(Typed Name)

TITLE: Director

DUCKS UNLIMITED, INC.

BY: 

James L. Ware

(Typed Name)

TITLE: Senior Group Manager